

**REGULAR MEETING AGENDA OF THE  
CITY COUNCIL OF LAYTON, UTAH**

PUBLIC NOTICE is hereby given that the City Council of Layton, Utah, will hold a public meeting in the Council Chambers of the City Center Building, 437 North Wasatch Drive, Layton, Utah, commencing at **7:00 PM on April 2, 2026**.

**AGENDA ITEMS:**

**1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITION, APPROVAL OF MINUTES:**

**2. MUNICIPAL EVENT ANNOUNCEMENTS:**

**3. VERBAL PETITIONS AND PRESENTATIONS:**

**4. CITIZEN COMMENTS:**

**5. CONSENT ITEMS:** (These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately.)

- A. Memo of Understanding Between Layton City and Royce Circle L, LLC Regarding Utility Connections and Easement Establishment – Resolution 26-18 – Approximately Along the Top Northeast Corner of 200 West Gentile Street, Near Cross Street
- B. Approve a Land Lease Agreement for an Existing Antenna Facility, Pursuant to an Agreement with AT&T – Resolution 26-19 – Approximately 1000 North 1600 East

**6. PUBLIC HEARINGS:**

**7. UNFINISHED BUSINESS:**

**ADJOURN:**

Notice is hereby given that:

- A Work Meeting will be held at 5:30 PM to discuss miscellaneous matters.
- This meeting will also be live streamed via [laytoncitylive.com](http://laytoncitylive.com) and [facebook.com/Laytoncity](https://www.facebook.com/Laytoncity)
- In the event of an absence of a full quorum, agenda items will be continued to the next regularly scheduled meeting.
- This meeting may involve the use of electronic communications for some of the members of this public body. Elected Officials at remote locations may be connected to the meeting electronically.
- By motion of the Layton City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that chapter.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Kimberly S Read, City Recorder

This public notice is posted on the Utah Public Notice website [www.utah.gov/pmn/](http://www.utah.gov/pmn/), the Layton City website [www.laytoncity.org](http://www.laytoncity.org), and at the Layton City Center.

In compliance with the Americans with Disabilities Act, persons in need of special accommodations or services to participate in this meeting shall notify the City at least 48 hours in advance at 801-336-3826 or 801-336-3820.

**LAYTON CITY COUNCIL MEETING  
AGENDA ITEM COVER SHEET**

**Item Number:** 5.A.

**Subject:**

Memo of Understanding Between Layton City and Royce Circle L, LLC Regarding Utility Connections and Easement Establishment – Resolution 26-18 – Approximately Along the Top Northeast Corner of 200 West Gentile Street, Near Cross Street

**Background:**

The existing culinary water and sanitary sewer connections for the east phase of the Circle L Mobile Home Community (CIRCLE L) partially run along the top Northeast corner of Layton City (City) owned property located at 200 West Gentile Street, near Cross Street. Based on fire flow requirements and existing City standards, the current water line, measuring 4-inches in diameter, is undersized and will not meet the future needs of CIRCLE L. The existing water meter and backflow prevention vaults for CIRCLE L are located within the southeast corner of the CIRCLE L property, establishing the water line section between the existing meter vault and Cross Street as part of the City's public water system. Accessing the meter vault to obtain meter reads currently requires City Staff to enter private property through multiple fences and gates.

The City and CIRCLE L agree that upgrading the water line connection is beneficial to the CIRCLE L Community to improve water supply and available fire flow. This will also allow the City to have full access to the water meter, by relocating the meter to the Northeast corner of the City's property, at the back of the sidewalk near Cross Street.

Utility easements were not established over CIRCLE L's existing water and sewer connections when originally constructed. Since CIRCLE L does not own property abutting Cross Street, a new utility easement will be established over the upgraded water connection and the existing sewer connection within the City's property.

The City will construct the upgraded water line connection and appurtenances. CIRCLE L will participate by providing the materials necessary for the City to construct the project, as well as assume ownership and responsibility for the future care and maintenance of the upgraded water line connection between the new water meter location and the CIRCLE L property line. The City will own and maintain the water meter, associated vault, and the water line connection, between the new meter and Cross Street, as well as establish a new easement after construction is completed, granting said easement to CIRCLE L, providing access for maintenance of the private utilities in the future.

**Alternatives:**

Alternatives are to: 1) Adopt Resolution 26-18 to approve the Memo of Understanding with Royce Circle L, LLC regarding utility connections and easement establishment; 2) Adopt Resolution 26-18 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 26-18 and remand to Staff with direction.

**Recommendation:**

Staff recommends the Council adopt Resolution 26-18 to approve the Memo of Understanding with Royce Circle L, LLC, regarding utility connections and easement establishment, and authorize the Mayor, or City Manager, to sign the necessary documents.

**RESOLUTION 26-18**

**ADOPTING AND APPROVING A MEMORANDUM OF UNDERSTANDING  
BETWEEN LAYTON CITY AND ROYCE CIRCLE L, LLC REGARDING  
UTILITY CONNECTIONS AND EASEMENT ESTABLISHMENT**

**WHEREAS**, the existing culinary water and sanitary sewer connections, which service the east phase of the Circle L Mobile Home Community, owned by Royce Circle L, LLC (CIRCLE L), run approximately along the top Northeast corner of the Layton City (City) owned property located at 200 West Gentile Street, near Cross Street; and

**WHEREAS**, when the existing connections were constructed, utility easements were not established; and

**WHEREAS**, based on the existing City standards, and fire flow requirements, the current water line, measuring 4-inches in diameter, is undersized and will not meet the future needs of CIRCLE L; and

**WHEREAS**, the existing water meter and backflow prevention vaults are currently located behind multiple fences and gates within the southeast corner of the CIRCLE L property, impeding City staff's access to the meter vaults, for meter reads and maintenance; and

**WHEREAS**, the City and CIRCLE L (Parties) agree that upgrading the water line connection is beneficial to CIRCLE L, by improving the water supply and available fire flow, as well as to the City, by providing full access to the water meter; and

**WHEREAS**, the City will construct the upgraded water line connection and appurtenances and Circle L will participate by providing the materials necessary for the City to construct the project; and

**WHEREAS**, CIRCLE L will assume ownership and responsibility for the future care and maintenance of the upgraded water line connection between the new water meter location and the CIRCLE L property line. The City will own and maintain the water meter, associated vault, and the water line connection, between the new meter and Cross Street, as well as establish a new easement, after construction is completed, granting said easement to CIRCLE L, providing access for maintenance of the private utilities in the future; and

**WHEREAS**, the Parties have agreed to the terms and conditions contained in the Memorandum of Understanding; and

**WHEREAS**, it is deemed to be in the best interest of the citizens of Layton City to adopt and approve the Memorandum of Understanding with Royce Circle L, LLC regarding the utility connections and easement establishment.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:**

1. That the Memorandum of Understanding between Layton City and Royce Circle L, LLC, which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Mayor, or City Manager, is authorized to sign said Memorandum of Understanding, and any additional documents forthcoming in relation to the Memorandum of Understanding, between Layton City and Royce Circle L, LLC.
3. This Resolution shall become effective immediately upon adoption by the City Council.

**PASSED AND ADOPTED** by the City Council of Layton, Utah, this **2<sup>nd</sup>** day of **April, 2026**.

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JOY PETRO, Mayor

ATTEST:

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KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

*For: [Handwritten Signature]*  
CLINTON R. DRAKE, City Attorney

*[Handwritten Signature]*  
STEPHEN JACKSON, Department Director



Community • Prosperity • Choice

Mayor • Joy Petro  
City Manager • Alex Jensen

• Public Works – Engineering •  
Stephen Jackson • Director  
Briant Jacobs • City Engineer  
Telephone: (801) 336-3700  
Fax: (801) 336-3713

## MEMORANDUM OF UNDERSTANDING

Layton City:  
Layton City Corporation  
437 North Wasatch Drive  
Layton, Utah 84041

Royce Circle L, LLC  
c/o Inspire Communities, LLC  
ATTN: Mike Viger  
2111 E. Highland Avenue, Suite B145  
Phoenix, AZ 85016  
mviger@inspirecommunities.com

This Memorandum of Understanding (MOU) is entered into to establish an agreement between Layton City and Royce Circle L, LLC on behalf of the Circle L Homes and RV Community (Circle L) concerning the respective obligations of each entity, relative to existing water and sewer utility connections running side-lot to Cross Street, and a new 8-inch diameter culinary water line proposed through parcel 10-070-0130 owned by Layton City. Circle L is located at 231 N. Main Street in Layton, Utah. A map showing each item subject to this MOU and locations is included as Exhibit A.

WHEREAS, the existing water line connection for the east phase of Circle L is located at the southeast corner of the Circle L parcel (10-070-0062), then runs side-lot in an eastern direction to Cross Street; and

WHEREAS, based on fire flow requirements and existing Layton City standards, this existing water line is undersized as a 4-inch diameter pipe. The water line also appears to have no existing utility easement; and

WHEREAS, the existing water meter and backflow prevention vaults are located in the southeast corner of the Circle L property. The existing water line from these meter vaults out to Cross Street is currently considered part of the Layton City public water system based on the location of the meter vault. Accessing the meter vault to obtain meter reads requires Layton City staff to enter private property through fences and gates; and

WHEREAS, in the interest of the public health, safety and welfare, as required by law, Layton City and Circle L agree that upgrading the side-lot water line connection is beneficial to the Circle L Community to improve water supply and available fire flow. Because Circle L does not own property abutting Cross Street, and Layton City owns the neighboring parcel with access to Cross Street; and



WHEREAS, in the interest of the public health, safety and welfare, as required by law it is the desire of Layton City to have better access to the water meter for Circle L, and Layton City desires to move the water meter vault and backflow prevention vault and increase the pipe diameter and to improve fire flow for the community; and

WHEREAS, Circle L desires to upgrade the private water system within their property.

NOW, THEREFORE, the parties hereby agree as follows:

1. Construction of Proposed 8-inch Water Line. Layton City or a Layton City appointed contractor will construct a new 8-inch diameter C900 PVC DR14 water line to replace and upgrade the existing side lot connection to Cross Street. The new water line will be constructed from approximately 25 to 30 feet inside the Circle L south property line, running east to the connection point near the sidewalk on Cross Street (refer to Exhibit A). Layton City or a Layton City appointed contractor will also remove the existing water line if necessary as part of this construction project.
2. Construction of Proposed Water Meter and Backflow Prevention Equipment and Vaults. Layton City or a Layton City appointed contractor will construct a new 8-inch water meter and vault and a new 8-inch double check valve device for backflow prevention and manhole vault near the back of sidewalk at Cross Street (refer to Exhibit A) to improve access for Layton City staff reading the water meter. Circle L will continue to receive a monthly water bill showing usage through this meter.
3. Ownership and Maintenance of Proposed 8-inch Water Line to Cross Street and Equipment on Circle L Property. Circle L Hereby agrees to assume ownership and responsibility of the future care and maintenance of the proposed 8-inch waterline from the connection at the Circle L property line out to the new water meter vault near Cross Street. Any water lines or equipment (fire hydrants, valves, services, etc.) located inside the Circle L property boundary are considered private ownership and responsibility of Circle L.
4. Ownership and Maintenance of Proposed 8-inch Water Line Between Connection to Cross Street and New Water Meter. Layton City will own and maintain the water line from the connection in Cross Street up to and including the new water meter and vault per current Layton City standards.
5. Ownership and Maintenance of Backflow Prevention Equipment and Vault. Once installation is complete, the backflow prevention equipment, valves, and manhole vault, including the piping between the meter vault and backflow vault, shall be owned and maintained by Circle L. Annual backflow testing certificates must also be submitted by Circle L to Layton City.



6. Utility Easement. Layton City agrees to grant a new 25 foot wide private utility and drainage easement for the new 8-inch diameter water line and the existing sewer line located through the northeast corner of the City-owned parcel. The easement will allow Circle L access to the water line and sewer line for future maintenance of the utilities. Layton City will prepare the easement description and record the necessary documents. The easement will not be exclusive.
7. Payment for New Water Meter, Vault and Parts. Circle L will pay for the costs to purchase the new water meter, vault, and associated parts, as shown below in the cost summary.
8. Payment for New Backflow Prevention Equipment, Vault, and Parts. Circle L will pay for the costs to purchase the new 8-inch double check valve device, vault, and associated parts for backflow protection, as shown below in the cost summary.
9. Existing Water Meter. The existing water meter will be removed by Layton City and salvaged to the City.
10. Existing Water Meter Vault. The existing water meter vault will be abandoned in place or removed by Circle L. Existing pipes into the vault will be plugged and capped by Circle L to properly abandon in place unless otherwise removed.
11. Existing Backflow Prevention Equipment and Vault. The existing backflow prevention equipment will be removed by and salvaged to Circle L. The existing backflow prevention vault will be removed or abandoned in place by Circle L. Existing pipes into the vault will be plugged and capped by Circle L to properly abandon in place unless otherwise removed.
12. Existing Water Line. The existing waterline will be abandoned in place unless it is found to be in the way of the project.
13. Existing Sewer Line. The existing sewer line from the Circle L property line out to Cross Street will remain in service at the existing location. This sewer line is private and owned and maintained by Circle L out to the manhole connection on the City sewer main in Cross Street.
14. Water exaction fees. Water exaction fees are not being assessed with this water line transfer.
15. Future expansion or development. Any new use (building expansion or modification, etc.) within the existing Circle L Mobile Home Park will need to be designed, reviewed, and constructed to meet Layton City Standards existing at the time of the new use.



16. Cost Summary.

Circle L and Layton City agree to the following allocation of costs to:

**Circle L**

Item Description	Quantity	Unit	\$ Each	\$ Total
New 8-inch Octave Water Meter	1	EA	\$ 6,820.86	\$ 6,820.86
Vault for Water Meter	1	EA	\$ 9,080.92	\$ 9,080.92
New Double Check Valve Assembly (Backflow Protection)	1	EA	\$ 8,994.67	\$ 8,994.67
Manhole Vault for Check Valve Assembly	1	EA	\$ 3,453.46	\$ 3,453.46
New 8" C900 DR14 PVC Pipe and All Associated Parts for Meter and Double Check Valve Install	1	LS	\$ 18,913.15	\$ 18,913.15
Water Exaction Fee	N/A			none
Water Impact Fee	N/A			none
<b>TOTAL</b>				<b>\$ 47,263.06</b>

**Layton City**

Item Description	Quantity	\$ Each	\$ Total
Labor for Installation of Water Meter and Vault			\$ 2,000.00
Labor for Installation of Double Check Valve and Manhole Vault			\$ 2,000.00
Labor for Pipe Installation and Connections to Mains and Vaults			\$ 14,000.00
Backfill, Roadbase, and Asphalt Materials and Installation			\$ 3,738.00
Site Restoration			\$ 1,000.00
Construction equipment		Covered by Layton City	
New Easement on City Parcel		Covered by Layton City	
<b>TOTAL</b>			<b>\$ 22,738.00 + Labor, Equipment, Materials</b>

17. Conclusion: This MOU represents the understanding and agreement between parties. The MOU is a binding agreement between the parties. The Layton City Council must adopt and approve this agreement. The approval of this agreement on behalf of Circle L and Layton City are attested by the signatures below. This MOU shall become effective as of the date first above written and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Memorandum may, at the sole discretion of Layton City, be recorded at the Office of the Davis County Recorder. The rights, obligations, and responsibilities set forth in this Memorandum shall not be assigned without prior written consent of the Parties.

**[SIGNATURE & NOTARY PAGES TO FOLLOW]**



IN WITNESS WHEREOF, the OWNER has executed this Memorandum of Understanding this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**ROYCE CIRCLE L, LLC:**

  
SIGNATURE

Tracey Gamble – Authorized Signatory –  
Royce Circle L, LLC  
PRINTED NAME & TITLE

STATE OF New York  
COUNTY OF New York

On this 17 day of March, 2026 personally appeared before me Tracey Gamble, who being by me duly sworn did say that he/she is the Authorized Signatory of Royce Circle L, LLC, a limited liability company, and that the foregoing Memorandum of Understanding was signed in behalf of said company by authority, and he/she acknowledged to me that said company executed the same.

  
NOTARY PUBLIC

Gina Kim  
Notary Public, State of New York  
Reg. No. 01KI6398677  
Qualified in New York County  
Commission Expires 10/07/2027



**LAYTON CITY CORPORATION:**

\_\_\_\_\_  
JOY PETRO, Mayor

**ATTEST:**

\_\_\_\_\_  
KIMBERLY S READ, City Recorder

STATE OF UTAH  
                                  §  
COUNTY OF DAVIS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me Joy Petro who, being duly sworn, did say that he/she is the Mayor of LAYTON CITY, a municipal corporation of the State of Utah, and that the foregoing Memorandum of Understanding was signed in his/her capacity as land use authority on behalf of the City for approval.

\_\_\_\_\_  
NOTARY PUBLIC

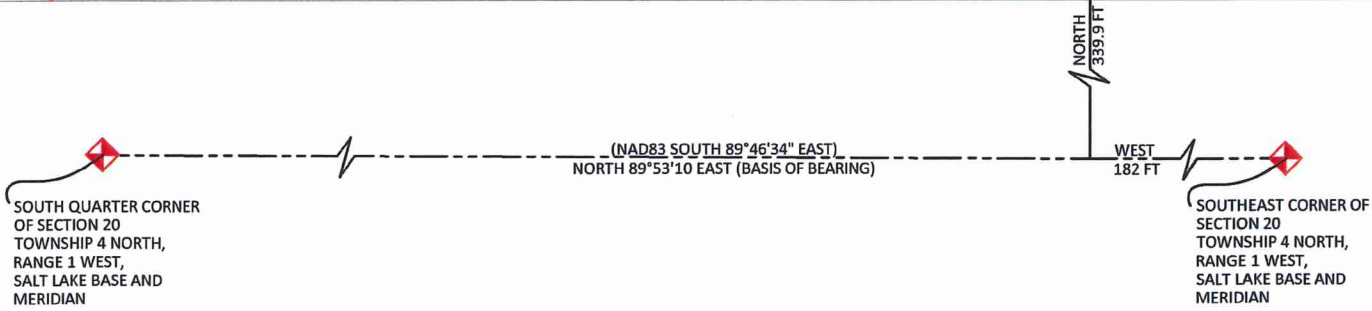
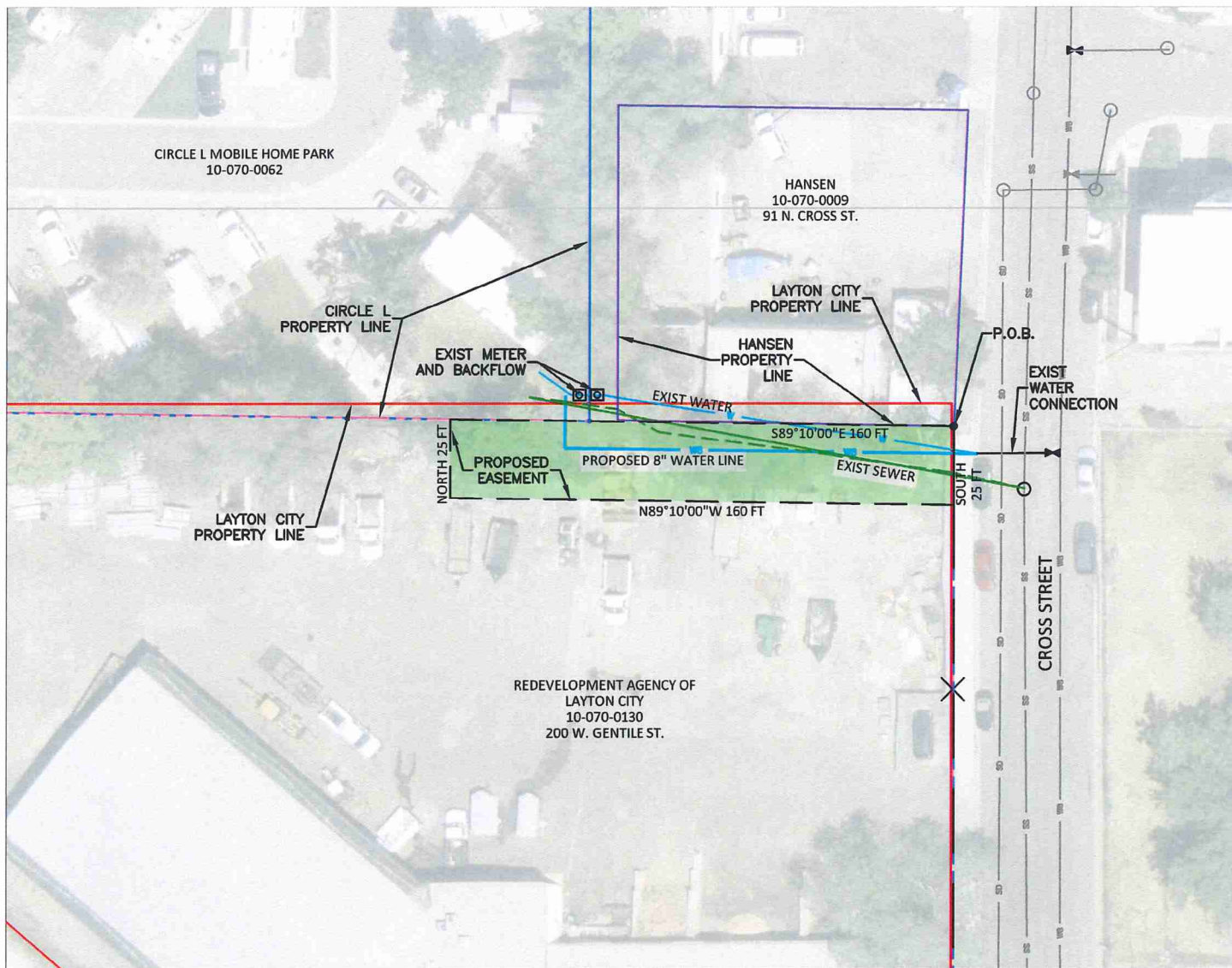
**Approved as to Form:**

For: Judith Sandberg  
City Attorney

Beth H. Jahn  
City Engineer



# EXHIBIT A PROPOSED EASEMENT MAP



**LAYTON CITY COUNCIL MEETING  
AGENDA ITEM COVER SHEET**

**Item Number:** 5.B.

**Subject:**

Approve a Land Lease Agreement for an Existing Antenna Facility, Pursuant to an Agreement with AT&T – Resolution 26-19 – Approximately 1000 North 1600 East

**Background:**

New Cingular Wireless PCS, LLC (AT&T) leases certain real property, 651 square feet more or less, from the City at approximately 1000 North 1600 East, which contains an antenna facility, (Cell Tower). The conditions of the above-noted lease, signed April 20, 2000, between AT&T and the City (Parties), expires on April 20, 2030 (Original Lease). The Parties desire to terminate the Original Lease and enter into a new lease at the same location. Layton City desires to adjust the access area to the antenna facility to accommodate the construction of new bathroom facilities at Andy Adams Park.

**Alternatives:**

Alternatives are to: 1) Adopt Resolution 26-19 to approve a Land Lease Agreement for an Existing Antenna Facility, Approximately 1000 North 1600 East, Pursuant to an Agreement with AT&T; 2) Adopt Resolution 26-19 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 26-19 and remand to Staff with directions.

**Recommendation:**

Staff recommends the Council adopt Resolution 26-19 to approve a Land Lease Agreement for an Existing Antenna Facility, Approximately 1000 North 1600 East, Pursuant to an Agreement with AT&T and authorize the Mayor to sign the necessary documents.

**RESOLUTION 26-19**

**A RESOLUTION APPROVING A LAND LEASE AGREEMENT FOR AN EXISTING ANTENNA FACILITY LOCATED AT APPROXIMATELY 1000 NORTH 1600 EAST PURSUANT TO AN AGREEMENT WITH AT&T**

**WHEREAS**, New Cingular Wireless PCS, LLC (“AT&T”) leases certain real property from the City located at approximately 1000 North 1600 East, approximately 651 sq. ft., which contains an antenna facility, hereinafter “Cell Tower”; and

**WHEREAS**, the conditions of the above noted lease, signed April 20, 2000, between AT&T and the City expires on April 20, 2030, hereinafter “Original Lease”; and

**WHEREAS**, the Parties desire to terminate the Original Lease and enter into a new lease at the same location; and

**WHEREAS**, Layton City desires to adjust the access area to the antenna facility to accommodate the construction of new bathroom facilities at Andy Adams Park; and

**WHEREAS**, the Layton City Council deems it to be in the best interest of the City to approve the request by AT&T.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:**

1. That the agreement entitled “Land Lease Agreement” between Layton City, Utah and AT&T, which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Mayor be authorized to execute and deliver the Land Lease Agreement and the Mayor is authorized to approve the final terms of the Land Lease Agreement.
3. This Resolution shall become effective immediately upon adoption by the City Council.

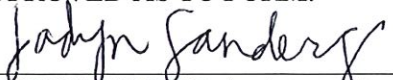
**PASSED AND ADOPTED** by the City Council of Layton, Utah, this 2<sup>nd</sup> day of April, 2026.

\_\_\_\_\_  
JOY PETRO, Mayor

ATTEST:

\_\_\_\_\_  
KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JADYN SANDERS, Assistant City Attorney